

STATE OF SOUTH CAROLINA  
COUNTY OF GREENWOOD

FORECLOSURE  
SPECIAL REFEREE DEED

TO ALL TO WHOM THESE PRESENTS SHALL COME OR BE MADE KNOWN:

Or whom the same may in anywise concern, Curtis G. Clark, Special Referee for the County and State aforesaid SENDS GREETING:

WHEREAS, Wells Fargo Bank, N.A., on or about October 3, 2014, did exhibit its complaint in the Court of Common Pleas in the County and State aforesaid, Case No. 14-CP-24-1229, against Wayne Weeks a/k/a Wayne E. Weeks, the heirs of Wayne Weeks a/k/a Wayne E. Weeks: Teri Burnett Weeks, Tim Weeks, Tina Bruner, and Tammy Williams, et al; and

WHEREAS, the Cause, being at issue before Curtis G. Clark, Special Referee for Greenwood County, came on to be heard on September 4, 2015, when the said Curtis G. Clark, after a full hearing thereof, and mature deliberation in the Premises, Did Order, Adjudge and Decree that the premises hereinafter mentioned and described should be sold at public auction on the terms and for the purposes mentioned in said Decretal Order, as by reference thereto, on file in the said Court will appear; and after having duly advertised the said premises for sale by Public outcry, on January 4, 2016. I, the said Curtis G. Clark did then, openly and publicly, and according to the custom of auction, sell and dispose of the said premises below described, unto Wells Fargo Bank, N.A. for \$134,036.38 being, at that price, the highest bidder for the same.

KNOW ALL MEN, That I, the said Special Referee in consideration of the premises, and also in consideration of the sum of \$134,036.38 paid me by the below-named Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents, do grant, bargain, sell and release unto the below named Grantee, its successors and assigns:

Wells Fargo Bank, N.A.  
4101 Wiseman Blvd, Bldg 108  
San Antonio, TX 78251-4200

All that certain piece, parcel, lot or tract of land, together with the improvements thereon, situate, lying and being in the County of Greenwood, State of South Carolina, being more fully shown and designated as Lot 17, Block "A". The said Lot No. 17, Block "A" fronts and measures for a distance of 73 feet, more or less, on Lake Greenwood Shores and extends back therefrom generally in a Southwesterly direction for a Southwesterly boundary a depth of 134 feet, more or less, and measures 70 feet, more or less, along the rear. Said lot is bounded on the Northeast by waters of Lake Greenwood; on the Southeast by road which separates this property from properties now or formerly of Ligon Estate; on the Northwest by Lot No. 16 and on plat thereof by T.C. Anderson, surveyor, dated April 1, 1959, recorded in the Office of the ROD for Greenwood County in Plat Book 9 at Page 126. Reference is hereby craved to said plat for a more complete and accurate description. Be all measurements a little more or less.

This being the same property conveyed to Wayne Weeks and Teri Saxon Arnold by deed of Lynda W. Bagwell, dated January 28, 2003 and recorded February 6, 2003 in Book 768 at Page 102; subsequently, Teri Saxon Arnold conveyed her interest in the subject property to Wayne Weeks by deed dated October 14, 2010 and recorded October 14, 2010 in Book 1231 at Page 216; subsequently, Wayne Weeks a/k/a Wayne E. Weeks died May 12, 2013, leaving the subject property to his heirs or devisees, namely, Teri Burnett Weeks, Tim Weeks, Tina Bruner, and Tammy Williams.

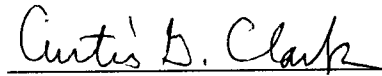
TMS# 6869112890

TOGETHER with all and singular the rights, members, hereditaments and appurtenances whatsoever, to the said premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, possession, property, benefit, claim and demand whatsoever, both at law and in equity, of the said Wayne Weeks a/k/a Wayne E. Weeks, the heirs of Wayne Weeks a/k/a Wayne E. Weeks: Teri Burnett Weeks, Tim Weeks, Tina Bruner, and Tammy Williams and of all the parties to the said suit and of all other persons rightfully claiming or to claim the same, or any part thereof, by, from or under them, or either of them.

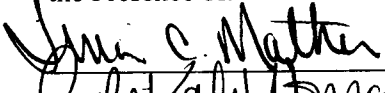
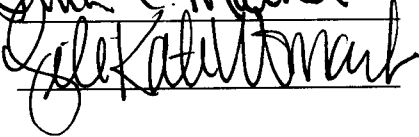
Subject to assessments, taxes, easements, conditions and restrictions of record and otherwise affecting the property.

TO HAVE AND TO HOLD, the said premises with its hereditaments, privileges and appurtenances unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, I, the said Curtis G. Clark under and by virtue of the said Decree, have hereunto set my Hand and Seal at Greenwood, South Carolina this 29<sup>th</sup> day of January, 2016

  
Curtis G. Clark  
Special Referee for Greenwood County

Sealed and Delivered in  
the Presence of:

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

ACKNOWLEDGMENT

S.C. Code §30-5-30

I, Lili Kate Womack, a Notary Public for the State of South Carolina, do hereby certify that Curtis G. Clark, Special Referee for Greenwood County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS our hands and seals on this 29<sup>th</sup> day of January, 2016.

Lili Kate Womack

Notary Public for South Carolina

My commission expires: \_\_\_\_\_



Index by: Curtis G. Clark, Special Referee for Greenwood County

Titleholders(s) at filing of Lis Pendens: Wayne Weeks a/k/a Wayne E. Weeks, the heirs of Wayne Weeks a/k/a Wayne E. Weeks: Teri Burnett Weeks, Tim Weeks, Tina Bruner, and Tammy Williams

Prepared by:


Rogers Townsend & Thomas, PC (sale/013263-05905)  
P.O. Box 100200  
Columbia, SC 29202-3200

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

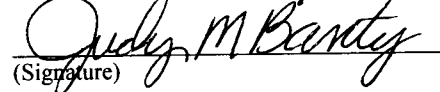
1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 1010 Ligon Rd, Greenwood, SC 29649, bearing Greenwood County Tax Map Number TMS# 6869112890, was transferred by Curtis G. Clark, Special Referee to Wells Fargo Bank, N.A. on January 29, 2016.
3. Check one of the following: The deed is
- (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) ☒ exempt from the deed recording fee because (See Information Section of affidavit):  
#13. Transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
- (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
- (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_
  - (b) ☐ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_
  - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_
5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is: \$ \_\_\_\_\_
6. The deed recording fee is computed as follows:
- |     |   |        |
|-----|---|--------|
| (a) | Place the amount listed in item 4 above here                | \$0.00 |
| (b) | Place the amount listed in item 5 above                     | 0.00   |
| (c) | Subtract Line 6(b) from Line 6(a) and place the result here | \$0.00 |
7. The deed recording fee due based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney for the Plaintiff, Case Number 14-CP-24-1229.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

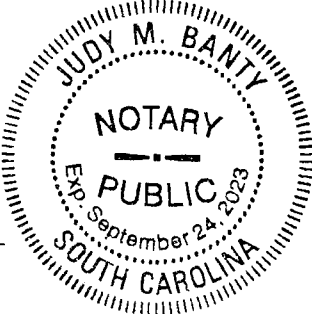
  
Rogers Townsend & Thomas, PC  
ATTORNEYS FOR PLAINTIFF  
Robert P. Davis (SC Bar #74030), [Robert.Davis@rtt-law.com](mailto:Robert.Davis@rtt-law.com)  
Andrew W. Montgomery (SC Bar #79893), [Andrew.Montgomery@rtt-law.com](mailto:Andrew.Montgomery@rtt-law.com)  
John J. Hearn (SC Bar # 6635), [John.Hearn@rtt-law.com](mailto:John.Hearn@rtt-law.com)  
Kevin T. Brown (SC Bar # 064236), [Kevin.Brown@rtt-law.com](mailto:Kevin.Brown@rtt-law.com)  
Jason D. Wyman (SC Bar # 100271), [Jason.Wyman@rtt-law.com](mailto:Jason.Wyman@rtt-law.com)  
Andrew M. Wilson (SC Bar# 72553), [Andrew.Wilson@rtt-law.com](mailto:Andrew.Wilson@rtt-law.com)  
100 Executive Center Drive, Suite 201 Post Office Box 100200(29202)  
Columbia, SC 29210 (803) 744-4444

Sworn to before me this 29 day of February, 2016.

  
(Signature)

(Printed Name)

Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_  
(013263-05905)



## INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

### Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.